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RECENT CASES.

GARNISHMENT.

Garnishment Proceedings—Waiver of Contempt.—Holbrook v. *Ford*, 39 N. E. Rep. 1091 (Ill.). Where a receiver has voluntarily made himself a defendant in a garnishment suit by which a creditor attempts to reach assets claimed by the receiver, his right to assert that the creditor, in instituting the garnishment proceedings, is guilty of contempt of court, is thereby waived.

Garnishable Property—Percentage on Condition of Faithful Performance of Contract.—American Forcite Powder Mfg. Co. v. *Locust Mountain Coal & Iron Co. et al.*, 31 Atl. Rep. 90 (Pa.). Where contract provides for the setting aside of a certain percentage of contractor's pay for each month as a security for the faithful performance of the contract, the amounts retained are not subject to garnishment by the contractor's creditors unless the contract has been faithfully performed.

Garnishment—Liability of Counties.—Slenner v. *Board of Commissioners*, 38 Pac. Rep. 839 (Col.). The facts in this case are unimportant, and the only point discerned by the court was the liability of a county to garnishment. Under the code "Municipal Corporations" are subject to the garnishee process, but nothing is said as to quasi-corporations. It was argued that county is a municipal corporation and so should be held liable to garnishment. But the court, after a review of prior legislation upon this point, finally concluded that a county was not a municipal corporation, but a quasi-corporation, and therefore could not be held.

Garnishment—Jurisdiction—Exemption.—Atchison, T. & S. F. R. Co. v. *Maggard*, 39 Pac. Rep. 985 (Col.). In a garnishment process against a Kansas corporation operating a continuation of its line in Colorado, a citizen of the latter State obtained process by the proceeding *in rem.* The company moved to have the court dismiss them as garnishee on the ground that their employee whose wages were thus sought to be reached was a resident of Kansas; that his wages were earned outside the State of Colorado,

and therefore without the jurisdiction of this court. And further, his wages were exempt to him by virtue of the laws of the State in which he lived. The court held that exemption laws have no extraterritorial force, but that as the indebtedness of the garnishee to the employee does not follow the domicile of the creditor, the Colorado court could have no jurisdiction.

Garnishment—Priority of Jurisdiction of Different Courts—Liability of Defendant.—Mack v. *Winslow*, 16 U. S. App. 602. D instituted a suit for the recovery of a debt against B. & Sons in a Kentucky court, and the defendant removed said suit to a circuit court of the United States, where judgment was rendered for the plaintiff. During the pendency of this suit and before judgment had been rendered, M began suit for the recovery of a debt against D in an Ohio State court, and on the ground of D's non-residence, garnisheed the debt owing D from B. & Sons. The Ohio court rendering judgment for D ordered B. & Sons, the garnishees, to pay the amount of the judgment to D, whereupon B. & Sons filed a bill of interpleader in the United States Circuit Court for the District of Kentucky, Ricks, District Judge, delivering the opinion of that court: "The prior pendency of a suit involving the same subject-matter is the test of priority in jurisdiction. * * * The defendants in the suit in the United States Circuit Court, under the authority of *Wallace* v. *McConnell*, 13 Pet. 136, were not therefore amenable to the garnishee process under the attachment proceedings in the Ohio court * * * but were first bound to answer fully the orders and judgments of the United States Circuit Court, and having done so were protected thereby.

LIENS.

Notice.—Alexandria Building Co. v. *McHugh*, 40 N. E. Rep. 80 (Ind.). "After the contract has been once completed and the statutory limitation begins to run, can a party revive an expired right of lien which he has lost in consequence of laches, by performing some work in the house, such as merely patching the plastering, after work has been substantially completed?" Ross, C. J., held that if the appellee fails to file notice of his intention to hold a lien within the time designated by the statute, his right thereto is lost.

Mechanics' Liens—Certificate—Consent of Owner—Labor.—Border, et al. v. *Mercer*, 39 N. E. Rep. 413. A claimant of a mechanics'